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MEMORANDUM OF AGREEMENT

Between

U.S. Department of Homeland Security, U.S. Immigration and
Customs Enforcement, Law Enforcement Support Center

And

Vermont State Police, Vermont Fusion Center

2005



Vermont State Police
Vermont Fusion Center
103 South Main Street
Waterbury, VT 05671



U.S. Immigration
and Customs
Enforcement

U.S. Department of Homeland Security
U.S. Immigration and Customs Enforcement
Law Enforcement Support Center



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INTRODUCTION

The purpose of this Memorandum of Agreement (Agreement) is to establish a management agreement between the Vermont State Police (VSP) and the United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Law Enforcement Support Center (LESC), hereinafter the Parties, regarding the establishment and operation of the Vermont Fusion Center. Due to the absence of a common management authority between the Parties, this Agreement will govern the relationship between the VSP, officials of the Vermont Fusion Center, and the LESC, including designated managerial and technical staff.

AUTHORITY

The authority for entering into this Agreement is derived from U.S. Department of Homeland Security recommendations for the establishment of Fusion Centers.

BACKGROUND

It is the intent of both Parties to this Agreement to establish and locate the Vermont Fusion Center within the existing building that is operated by the LESC at [REDACTED] in [REDACTED] Vermont. In the absence of any action by the Parties to terminate this Agreement, this Agreement shall remain in effect during the time in which the LESC occupies the space at [REDACTED] in [REDACTED] Vermont.

AGREEMENT

The Parties listed above agree to the following:

- The Vermont Fusion Center shall be located at the LESC at [REDACTED] in [REDACTED] Vermont.
- The Vermont Fusion Center will be run and operated by the VSP. All decisions pertaining to the operation of the Vermont Fusion Center shall be at the discretion of the VSP.
- The LESC shall provide, without charge, space and equipment, including systems furniture, for the exclusive use of the Vermont Fusion Center.
- All property and equipment belonging to each Party shall remain the property and responsibility of each Party, respectively. Nevertheless, the Vermont Fusion Center agrees to exercise reasonable care in its use of the space and equipment provided to it by the LESC.
- LESC Information Technology (IT) personnel will be available to assist VSP IT personnel with any connectivity issues between the Vermont Incident Based Reporting System (VIBRS) network and the LESC. VSP systems will not be connected to the LESC systems. LESC will merely provide a conduit to the VIBRS network.

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- Access to the Vermont Fusion Center shall be limited to the LESC Unit Chief, Section Chief, Special Assistant, Special Agents and Group Supervisors, security personnel, IT personnel, and building maintenance and cleaning staff. All other access to the Vermont Fusion Center shall be at the discretion of the VSP.
- Fees associated with telephone usage, cable television access, custodial services, and LESC access cards shall be absorbed by the LESC.
- The LESC agrees to allow the Fusion Center use of its computer lab, conference rooms and polycom units when available and reserved in advance.
- The LESC will allow Vermont Fusion Center personnel access to and use of the LESC physical fitness facilities subject to applicable rules.
- Vermont Fusion Center personnel and visitors will abide by applicable DHS, ICE and LESC security procedures including, but not limited to, the use of access cards to enter and exit the facility, presenting photo identification upon entering the building, and concealment of firearms by plain clothes officers when not in the Vermont Fusion Center, computer lab, conference rooms, or other closed offices within the LESC.

COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of the Vermont Fusion Center co-location with the LESC. The Parties agree to maintain open lines of communication between designated staff at both the managerial and technical levels. Communications shall include a semi-annual meeting of LESC and Vermont Fusion Center management.

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

1. All activities of the Parties under this Agreement will be carried out in accordance with best practices and within DHS guidelines as they pertain to Fusion Centers.
2. This Agreement may be amended by mutual written consent of the Parties' authorized representatives.
3. This Agreement may be immediately terminated at any time upon the mutual consent of the Parties. In the event both Parties consent to terminate this Agreement, the Parties will consult prior to the date of termination to resolve any issues related to the termination.

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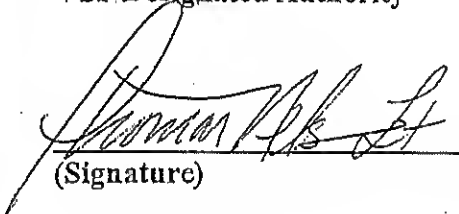
4. Either Party may terminate this Agreement upon 90 days written notification to the other Party. Such notice will be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:
- The terminating Party will continue participation, financial or otherwise, up to the effective date of termination.
 - Each Party will pay the costs it incurs as a result of the termination.
 - The Parties will retain, subject to the provisions of this Agreement, all project information and rights therein received prior to the termination under the provisions of this Agreement.

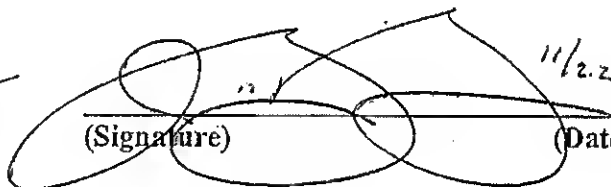
This Agreement will enter into effect upon the signatures of both Parties and will remain in effect for the duration of the co-location between the Vermont Fusion Center and the LESC.

The foregoing represents the agreement reached between the VSP and the LESC upon the matters referred to herein.

VSP Designated Authority

LESC Designated Authority


(Signature) 11/22/05
(Date)


(Signature) 11/22/2005
(Date)

THOMAS M. NELSON LT.
(NAME)

J. Scott Blackman
(NAME)

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